

ORDINANCE #65674
Board Bill No. 40

An ordinance approving a Redevelopment Plan for the Destrehan St. , Blair Ave., Buchanan St., 14th St. Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated March 26, 2002 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that any property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain or otherwise; finding that the property within the Area is partially occupied and the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and

WHEREAS, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the development of the above described Area as a land clearance project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for Destrehan St. , Blair Ave., Buchanan St., 14th St. Area (Area)", dated March 26, 2002, consisting of a Title Page, a Table of Contents Page, and Fifteen (15) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

WHEREAS, under the provisions of the Statute, and of the federal financial assistance statutes, it is required that this Board take such actions as may be required to approve the Plan; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in the Area; and

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

WHEREAS, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to said general plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

WHEREAS, the Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 of the Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the Destrehan St. , Blair Ave., Buchanan St., 14th St. Area.

SECTION TWO. The redevelopment of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Blighting Study and Plan for the Area, dated March 26, 2002 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

SECTION FIVE. The Plan for the Area is feasible and conforms to the general plan for the City.

SECTION SIX. The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan for the Area, and the proposed financing plan for the Area is feasible.

SECTION SEVEN. The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire any property in the Area by the exercise of eminent domain or otherwise.

SECTION NINE. The property within the Area is currently partially occupied. All eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan for the Area gives due consideration to the provision of adequate public facilities.

SECTION ELEVEN. In order to implement and facilitate the effectuation of the Plan hereby approved it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, all Redevelopers shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated
- (e) To comply with the requirements of Ordinance No. 60275 of the City;

(f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and

(g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. A Redeveloper may seek ten-(10) year real estate tax abatement pursuant to Sections 99.700 – 99.715, Revised Statutes of Missouri 1994, as amended, upon applications as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created:

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to twenty-five (25) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan.

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan. The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

EXHIBIT "A"

DESTREHAN ST., BLAIR AVENUE, BUCHANAN ST., 14TH ST. AREA
LEGAL DESCRIPTION

All of blocks 1183.03, 1183.04, 1184.03, 1184.04 & 1194 and portions of blocks 1185, 1192 and 1193 in the City of St. Louis more specifically described as follows:

Buchanan Beginning at the point of intersection of the north line of St. (60 feet wide) and the east line of Blair Ave. (60 feet wide); thence northwardly along said east line of Blair Ave. across all intersecting streets to its point of intersection with the south line of Destrehan St.; thence eastwardly along said south line of Destrehan St. across all intersecting streets to its point of intersection with the southward prolongation of the west line of property known and numbered 1405 Destrehan St. in City Block 1185 now, or formerly, owned by Land Reutilization Authority; thence northwardly across Destrehan St. along said southward prolongation & said west property line to its point of intersection with the north line of said property; thence eastwardly along said north property line to its point of intersection with the west line of N. 14th St. (60 feet wide); thence diagonally across N. 14th St. to the point of intersection of the east line of N. 14th St. and the north line of property known and numbered 3502 N. 14th St. in City Block 1192 now, or formerly, owned by Land Reutilization Authority; thence eastwardly along said north property line to its point of intersection with the west line of a 20 feet wide north-south alley in City Block 1192; thence southwardly along said east alley line to its point of intersection with the north line of Destrehan St.; thence diagonally across Destrehan St. to the point of intersection of the south line of Destrehan St. and the east line of property known and numbered 1124 Destrehan St. in City Block 1193 now, or formerly, owned by Land Revitalization Authority; thence southwardly along said east property line to its point of intersection with the south line of said property; thence westwardly along said south property line and its westward prolongation to its point of intersection with the west line of N. 14th St.; thence southwardly along said west line of N. 14th St. across all intersecting streets to its point of intersection with the south line Angelrodt St. (60 feet wide); thence eastwardly along said south line of Angelrodt St. across all intersecting streets to its point of intersection with the west line of the I-70 west outer road; thence southwardly along said west line of said I-70 west outer road to its point of intersection with the north line of Buchanan St.; thence westwardly along said north line of Buchanan St. across all intersecting streets & alleys to its point of intersection with the east line of Blair Ave., the point of beginning.

EXHIBIT "B"
Form: 04/17/02

BLIGHTING STUDY AND PLAN
 FOR THE
DESTREHAN ST., BLAIR AVENUE, BUCHANAN ST., 14TH ST. AREA
 PROJECT # 9392
 LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
 OF THE CITY OF ST. LOUIS
 March 26, 2002

MAYOR
 FRANCIS SLAY

BLIGHTING STUDY AND PLAN FOR
DESTREHAN ST., BLAIR AVENUE, BUCHANAN ST., 14TH ST. AREA

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EXHIBITS

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The Destrehan St., Blair Ave., Buchanan St., 14TH St. Area ("Area") encompasses approximately 6.2 acres in the Hyde Park neighborhood of the City of St. Louis ("City") and consists of eight-four parcels located in an area generally bounded by Destrehan St. on the north, Fourteenth St. on the east, Buchanan St. on the south and Blair Ave. on the west.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises portions of City Blocks 1185, 1192, 1193 and all of City Blocks 1183.03, 1183.04, 1184.03, 1184.04 and 1194. The Area includes the following addresses 3300-40, 3432-3502, 3301-3507 N. 14th St., 1113-1405, 1122-1498 Destrehan St., 3300-3498 Blair Ave., 3400-46 and 3401-45 Klein St., 1301-1431 Buchanan St. and 1100-1498 and 1401-99 Angelrodt St. The Area is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 8.1% unemployment

rate for the City as of January, 2002. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include eighty-four properties. The Area includes occupied and unoccupied residential properties and vacant land.

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for residential and limited commercial uses.

Residential density for the surrounding neighborhoods is approximately 10.27 persons per acre.

5. CURRENT ZONING

The Area is zoned "C" Multiple Family Dwelling, "K" Unrestricted, "B" Two-Family Dwelling, "D" Multiple Family Dwelling and "J" Industrial Districts pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is partially occupied and in poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the development of the Area into productive residential uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "C" Multiple Family Dwelling District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for the following:

pawn shops, adult bookstores, x-rated movie houses, massage parlors or health spas, auto and truck dealers (new or used), storefront churches, pinball arcades, pool halls, secondhand or junk shops, tattoo parlors, truck or other equipment rentals requiring outside storage, blood donor facilities, free standing package liquor stores, check cashing centers, any use (except for financial institutions or pharmacies) that utilizes a sales or service window or facility for customers who are in cars, or restaurants that sell products to customers who are in cars or who consume the sold products in cars parked on the restaurant premises, or sell products through a sales window to customers who are in cars or to pedestrians outside the building for immediate consumption by the customer either on or off the premises, automobile service or stations.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area should all be "C" Multiple Family Dwelling District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other

things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

No new jobs will be created in this Area because the proposed development is residential.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

Each Redeveloper shall develop the Area in accordance with this Plan and the Redevelopment Agreement, and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet this requirement may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property shall be developed so it is an attractive residential asset to the surrounding neighborhood.

b. **Urban Design Regulations**

Rehabilitation shall respect the original exterior in terms of design and materials wherever feasible. Window and door shapes and detailing shall be compatible with the original design.

New construction shall be compatible in design with the surrounding neighborhood, if any, in terms of scale, materials, set back, profile and site layout.

c. **Landscaping**

The property shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, as determined by the Parks Department of the City depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. Existing, healthy trees and shrubs shall be retained, if feasible.

9. PARKING REGULATIONS

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

If parking lots exceed twenty-five (25) spaces, three percent (3%) of the interior of the parking lots shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. These trees shall be planted on islands, the largest dimension of which shall be at least five (5) feet, planted with low-lying ground cover or other plant material.

Where feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. A uniform signage plan must be prepared by the Redeveloper for the entire project.

All new signs shall be restricted to standard sale/lease signs.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written approval of the LCRA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on development. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, the general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

The implementation of this Plan shall take place in several phases initiated within approximately two (2) years of approval of this Plan by ordinance and completed within approximately three (3) years of approval of this Plan by ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer development of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law of Missouri.

All costs associated with the development of the Area will be borne by the Redeveloper.

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper.

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may acquire any property in the Area by the exercise of eminent domain or otherwise.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (1986) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently partially occupied. All eligible occupants displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges its cooperation to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

A Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of

Missouri 1994, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the City Guidelines for Maximum Utilization of Minority Enterprises dated January 1, 1981, as may be amended, and the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A"

DESTREHAN ST., BLAIR AVENUE, BUCHANAN ST., 14TH ST. AREA **LEGAL DESCRIPTION**

All of blocks 1183.03, 1183.04, 1184.03, 1184.04 & 1194 and portions of blocks 1185, 1192 and 1193 in the City of St. Louis more specifically described as follows:

Buchanan Beginning at the point of intersection of the north line of St. (60 feet wide) and the east line of Blair Ave. (60 feet wide); thence northwardly along said east line of Blair Ave. across all intersecting streets to its point of intersection with the south line of Destrehan St.; thence eastwardly along said south line of Destrehan St. across all intersecting streets to its point of intersection with the southward prolongation of the west line of property known and numbered 1405 Destrehan St. in City Block 1185 now, or formerly, owned by Land Reutilization Authority; thence northwardly across Destrehan St. along said southward prolongation & said west property line to its point of intersection with the north line of said property; thence eastwardly along said north property line to its point of intersection with the west line of N. 14th St. (60 feet wide); thence diagonally across N. 14th St. to the point of intersection of the east line of N. 14th St. and the north line of property known and numbered 3502 N. 14th St. in City Block 1192 now, or formerly, owned by Land Reutilization Authority; thence eastwardly along said north property line to its point of intersection with the west line of a 20 feet wide north-south alley in City Block 1192; thence southwardly along said east alley line to its point of intersection with the north line of Destrehan St.; thence diagonally across Destrehan St. to the point of intersection of the south line of Destrehan St. and the east line of property known and numbered 1124 Destrehan St. in City Block 1193 now, or formerly, owned by Land Revitalization Authority; thence southwardly along said east property line to its point of intersection with the south line of said property; thence westwardly along said south property line and its westward prolongation to its point of intersection with the west line of N. 14th St.; thence southwardly along said west line of N. 14th St. across all intersecting streets to its point of intersection with the south line Angelrodt St. (60 feet wide); thence eastwardly along said south line of Angelrodt St. across all intersecting streets to its point of intersection with the west line of the I-70 west outer road; thence southwardly along said west line of said I-70 west outer road to its point of intersection with the north line of Buchanan St.; thence westwardly along said north line of Buchanan St. across all intersecting streets & alleys to its point of intersection with the east line of Blair Ave., the point of beginning.

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 08/02/99

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

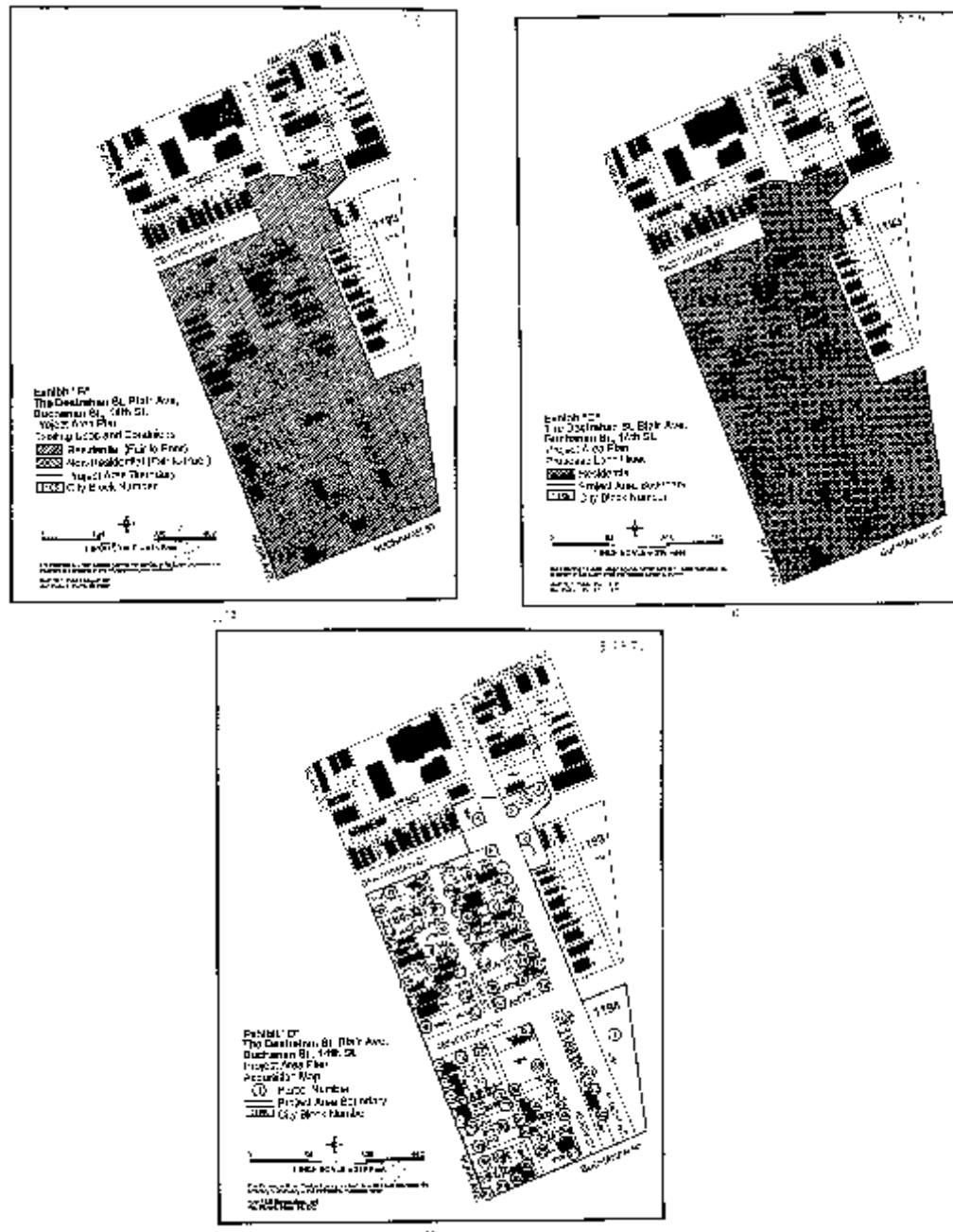
The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

The Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

Approved: November 13, 2002

ORDINANCE #65674 - EXHIBITS B, C & D



ORDINANCE #65675
Board Bill No. 289

An ordinance pertaining to Forest Park; authorizing and directing the execution of a lease reviewed and recommended by the Board of Public Service and approved by the City Counselor as to form and as consistent except as expressly noted with Ordinance 59741 (Chapter 22.42, St. Louis City Code) of certain property in Forest Park to St. Louis 2004 Corporation.

WHEREAS, St. Louis 2004 Corporation was formed to be a catalyst for regional revitalization by the year 2004;

WHEREAS, St. Louis 2004 Corporation has requested the City of St. Louis to lease property in Forest Park to St. Louis 2004 Corporation for the erection of a ferris wheel as part of an effort to commemorate the World's Fair and the Olympics held in 1904 and the Louisiana Purchase; and

WHEREAS, the Board of Aldermen finds that it is in the best interests of the City and its residents to lease such property to St. Louis 2004 Corporation on the terms and conditions hereinafter set forth;

BE IT ORDAINED BY THE CITY OF SAINT LOUIS AS FOLLOWS:

SECTION ONE. The Mayor and the Comptroller are hereby authorized and directed to enter into that certain Lease Agreement, substantially in the form attached hereto as Exhibit 1, which is incorporated herein and made a part of this ordinance by this reference, by and between the City of St. Louis, Lessor, and St. Louis 2004 Corporation, Lessee, of certain City-owned land in Forest Park, as therein described, notwithstanding the provisions of any other ordinance.

SECTION TWO. All rental payments under said Lease Agreement shall be held by the Comptroller of the City of St. Louis in the Forest Park Fund account for the use and benefit of the Department of Parks, Recreation and Forestry of the City of St. Louis as provided in the Lease.

EXHIBIT 1

LEASE AGREEMENT
CITY OF ST. LOUIS, MISSOURI
AND
ST. LOUIS 2004 CORPORATION

This Lease ("Lease") dated _____, 2002 ("the Date of this Lease") is between the CITY OF ST. LOUIS, MISSOURI, a municipal corporation organized and existing under its Charter and the constitution and laws of the State of Missouri ("City") and ST. LOUIS 2004 CORPORATION, a Missouri not for profit corporation ("St. Louis 2004").

WHEREAS, St. Louis 2004 was formed to act as a catalyst to coordinate regional improvement efforts and to sponsor events in connection with the centennial of the St. Louis World's Fair and the bi-centennial of the Louisiana Purchase;

WHEREAS, to commemorate the centennial of the St. Louis World's Fair in 2004, St. Louis 2004 wishes to cause a ferris wheel to be placed and operated in Forest Park during part of the year 2004, for the amusement of residents of the metropolitan St. Louis area;

WHEREAS, the City is willing to lease land in Forest Park to St. Louis 2004 as a location for such ferris wheel and related facilities;

WHEREAS, St. Louis 2004 is willing to provide funds in excess of operating expenses for the ferris wheel to Forest Park in consideration of such lease; and

WHEREAS, the Mayor and Comptroller of the City, acting for and on behalf of the City pursuant to the City Charter and Ordinance _____ (Board Bill _____) have been authorized and directed to execute this Lease to St. Louis 2004 for land situated in Forest Park described on Exhibit A and depicted on Exhibit B attached hereto; and

WHEREAS, this Lease was reviewed and favorably recommended in writing by the Board of Public Service, and has been approved by the City Counselor as to form and as being, except as otherwise expressly noted herein, in all respects consistent with Chapter 22.42 of the Revised Code of the City of St. Louis, 1994, Annotated ("City Code") prior to adoption of Ordinance _____ (Board Bill _____);

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants in this Lease, the City and St. Louis 2004 agree as follows:

1. LEASED PREMISES. The City hereby leases and rents to St. Louis 2004, and St. Louis 2004 hereby leases and rents from the City, the land described on Exhibit A and depicted on Exhibit B attached hereto, each incorporated herein by this reference (the "Leased Premises"). Subject to the terms and provisions of this Lease, St. Louis 2004 shall be entitled to quiet enjoyment and sole and exclusive possession of the Leased Premises during the term of the Lease. The Leased Premises are subject to easements, rights of way, restrictions or covenants of record, if any, and existing rights of way for sewers, pipelines, conduits and utilities. St. Louis 2004 pledges to cooperate with third parties which provide utility service to the Leased Premises in the repair and

reconstruction of existing utility conduits running through the Leased Premises. St. Louis 2004 acknowledges that it is taking the Leased Premises in their current, "as is", condition.

2. **TERM.** The term of this Lease shall be from April 1, 2004 through November 15, 2004. The Lease shall not be renewed or extended, so that the acknowledgment required by Section 22.42.050.E, St. Louis City Code, is unnecessary..

3. **A. RENT.** St. Louis 2004 shall pay to the City's Comptroller, Base Rent (herein so called) in the amount of One Dollar (\$1.00) for the Lease Term, plus fifty per cent (50%) of the net revenue (as hereinafter defined) generated during the term of the Lease (the "Percentage Rent"); said Base Rent and Percentage Rent (collectively "Rent") shall be deposited in a special fund for the account of the City's Department of Parks, Recreation and Forestry, to wit, the Special Park Fund established by Ordinance 51336 and referred to as the Forest Park Fund by Ordinance 61988, in arrears, on or before November 30, 2004. As used in this Lease, "net revenue" means all revenue from the sale of tickets for rides on the ferris wheel authorized in Section 4 hereof, less the expenses listed on Exhibit C hereto.

B. ACCOUNTING. St. Louis 2004 shall provide to the City's Comptroller a detailed, monthly accounting of the tickets sold for all ferris wheel rides for each day of the month to which the Percentage Rent is attributable, and of all expenses listed on Exhibit C hereto and claimed to have been incurred by St. Louis 2004 in connection with the operation of the ferris wheel. These reports will be due five (5) days after the last day of every month the ferris wheel is in service. Additionally, St. Louis 2004 shall provide a final accounting of all income and expenses and other operating issues, together with the Rent payment, on November 30, 2004. The parties hereto understand and acknowledge that St. Louis 2004 will dissolve as provided in Ch. 355, Missouri Revised Statutes, on or before December 31, 2004. It is anticipated that all records of St. Louis 2004 will be delivered into the possession of a third party on or before December 31, 2004. St. Louis 2004 will inform the City of the party to whom said records are to be delivered on or before such date.

4. **USE.**

A. IN GENERAL. The provisions of Section 24. 24. 020, St. Louis City Code, or of any other ordinance to the contrary notwithstanding, the Leased Premises shall be held and maintained by St. Louis 2004 for the erection, operation and maintenance of a ferris wheel approximately 112 feet in diameter, with 24 gondolas capable of holding six adults or eight children, for the benefit of, or of interest to, the public generally, for concessions sales, food and beverage services sales, portable toilets and other facilities ancillary to the ferris wheel. The ferris wheel will be leased by Creative Producers Group, Inc., a Missouri corporation, or one of its subsidiaries or affiliates, from the owner of the ferris wheel. St. Louis 2004 will contract with Creative Producers Group, Inc., one of its subsidiaries or affiliates, for the operation of the ferris wheel. Creative Producers Group, Inc. may contract with an operating company for the day-to-day operation of the ferris wheel. St. Louis 2004 covenants and warrants that the construction, operation and maintenance of the ferris wheel shall be conducted in accordance with the highest standards of prudence and safety as recognized in the amusement ride industry and in compliance with all applicable safety codes and regulations. St. Louis 2004 shall submit to the City's Director of Parks, Recreation & Forestry (the "Parks Director") copies of the ferris wheel lease and all contracts for the operation of the ferris wheel within three business days after their execution. The ferris wheel lease and all contracts for the operation of the ferris wheel shall expressly be subject to this Lease and shall in no respect be inconsistent with this Lease.

B. INSTALLATION. The ferris wheel shall be installed and maintained pursuant to plans and specifications approved by the City's Board of Public Service. The City's Director of Parks, Recreation & Forestry (the "Parks Director") shall be given three days prior written notice of the commencement of installation of the ferris wheel on the Leased Premises.

C. HOURS. St. Louis 2004 may begin operation of the ferris wheel at any time after April 1, 2004, and may operate the ferris wheel as herein provided until up to November 10, 2004. During that time, the hours of operation shall be subject to the prior written approval of the Parks Director, which approval shall not be unreasonably withheld.

D. ADMISSION AND CHARGES THEREFOR. Children under the age of 12 must be accompanied by a person over age 17. No unaccompanied person less than 42 inches tall shall be allowed on the ferris wheel. The admission charge to the ferris wheel shall be subject to the prior written approval of the Parks Director, which approval shall not be unreasonably withheld.

E. SALES AT THE LEASED PREMISES. All items of merchandise, food and beverages sold on the Leased Premises, and the prices therefor, are subject to the approval of the Director of Parks, Recreation and Forestry, which approval shall not be unreasonably withheld.

F. SECURITY. St. Louis 2004 shall enclose the ferris wheel with a fence system pursuant to plans and specifications approved by the City's Board of Public Service. All entrances to the ferris wheel shall be securely closed when the ferris wheel is not in operation. St. Louis 2004 shall provide security personnel for the Leased Premises on a 24 hour per day basis as approved by the City's Director of Parks, Recreation and Forestry, which approval shall not be unreasonably withheld.

5. **INDEMNIFICATION.** St. Louis 2004 shall indemnify and hold harmless the City, and all its departments, boards, officers, agents, and employees (each an "Indemnified Party") from all suits, actions, loss, expense, or claims of any kind whatsoever, including reasonable attorneys' fees or expenses, arising out of or relating in any way to the execution, performance, or non-

performance of this Lease or the operation, use or occupancy of the Leased Premises, whether or not covered by insurance (collectively, "Losses"). St. Louis 2004 shall, at the City's option, defend the City, at St. Louis 2004's sole expense, against any such Losses. This provision applies to, but is not limited to, suits, actions, loss, expense or claims of the owner of the ferris wheel, Creative Producers Group, Inc., its subsidiaries or affiliates, or any operator, supplier, or user of the ferris wheel. This provision shall not apply, however, to any such Losses as may be the result of (a) gross negligence or willful misconduct of an Indemnified Party acting within the scope of their employment or agency, or (b) reliance by St. Louis 2004, Creative Producers Group, Inc., its subsidiaries or affiliates, or any operator of the ferris wheel upon a water utility map provided by an Indemnified Party.

6. REPAIRS, MAINTENANCE AND EXPENSES. Except for the costs and expenses in connection with repairs and/or reconstruction of existing utility conduits as contemplated in paragraph 1 hereinabove, St. Louis 2004 shall be responsible for and pay all expenses of any kind or description relating to the Leased Premises and all improvements thereon, including, without limitation, all utilities, and all costs of maintenance, repair and operation of the ferris wheel and any related facility and security expenses. St. Louis 2004 will maintain the Leased Premises in good order and in clean and safe condition and will not commit or permit any waste on the Leased Premises.

7. NONDISCRIMINATION. St. Louis 2004 agrees that in the use of the Land and the improvements on the Leased Premises, it, its contractors or agents, will not exclude or discriminate against any person solely because of race, color, creed, gender or sexual orientation or for any reason not sanctioned by law and not applicable alike to persons generally in the use of the Leased Premises.

8. LICENSES AND PERMITS. At no expense to the City, St. Louis 2004 will secure and keep in force, or caused to be secured and kept in force, all licenses and permits required for its use of the Leased Premises, including but not limited to any approvals or authorizations for the operation of the ferris wheel from the City's Department of Parks, Recreation and Forestry and Board of Public Service, and from the state Highway Commission or Department of Transportation. Except as otherwise specifically provided in this Lease, nothing in this Lease shall be construed to exempt St. Louis 2004, its contractors or agents from the provisions of any City ordinance of general applicability.

9. ADVERTISING. Notwithstanding Section 22.16.100, City Code, or the provisions of any other ordinance to the contrary, signage identifying one corporate sponsor of the ferris wheel shall be permitted on the ferris wheel. Such signage shall be subject to the prior written approval of the Parks Director.

10. INSPECTION. Authorized personnel of the City shall, during normal City business hours and at any time while the ferris wheel is in operation, have access to the Leased Premises to ascertain whether the Leased Premises are being maintained in accordance with this Lease. Such entry and inspection shall be upon reasonable verbal notice to St. Louis 2004; provided that with respect to matters affecting health and safety the City shall have such access and inspection rights as are applicable to other properties within the City.

11. CONSTRUCTION OR WORK. Any and all construction or work on the Leased Premises by St. Louis 2004, its contractors or agents, shall be done in complete compliance with all applicable City, State and Federal Codes and pursuant to plans and specifications approved by the City's Board of Public Service, and subject to approval by or permit of any other City department or agency whose approval or permission may be required under the City Charter or ordinance prior to the commencement of any construction or work and subject to any review or procedure required under the City's 1995 Forest Park Master Plan. Except to the extent expressly authorized by this Lease, construction or work shall be subject to approval by the Cultural Resources Office

12. INSURANCE.

(a) At no cost to the City, St. Louis 2004 shall procure, or shall cause Creative Producers Group, Inc., to procure and maintain on file with the City's Comptroller at all times during the term of this lease and prior to the commencement of installation of the ferris wheel, insurance and certificates or other evidence of such insurance as hereafter specified. The policies shall name "The City of St. Louis and its officers, agents, and employees" as additional insureds and be issued by financially sound insurers approved by the City's Comptroller's Office.

(b) Insurance in the initial minimum amounts, below, shall be provided:

(1) Worker's Compensation: Missouri statutory.

(2) Comprehensive Liability (to include premises, operations, products, and completed operations and personal and bodily injury including death):

	Each Occurrence	Aggregate
Combined Bodily Injury and Property Damage	\$ 5,000,000	\$ 10,000,000
Umbrella Coverage		\$ 20,000,000

(c) St. Louis 2004 shall also use its best efforts (not requiring expenditure of funds) to cause the City of St. Louis, its officers,

employees and agents to be named as additional insureds during the term of this Lease on all policies of insurance on the ferris wheel carried by the owner of the ferris wheel, and, shall also cause the City of St. Louis, its officers, employees and agents to be named as additional insureds during the term of this Lease on all policies of insurance on the ferris wheel carried by itself or Creative Producers Group, Inc., or its subsidiaries or affiliates, other than and in addition to the policies required by subparagraph (b) of this Section 12, and shall file certificates relating to such additional policies in like manner as the certificates required for the policies required by subparagraph (b).

(d) Prior to cancellation of any insurance policy, the City shall be given thirty (30) days written notice (except at the end of the Lease Term) by registered mail, return receipt requested.

13. DIRECTIONAL SIGNAGE. The City agrees that St. Louis 2004 may place signs directing people to the ferris wheel site in Forest Park. The number, nature and location of such signs shall be subject to the prior written approval of the Parks Director and of any other City office or agency with jurisdiction of such matters.

14. MINORITY PARTICIPATION. St. Louis 2004 agrees to conform to all applicable federal, state and local equal opportunity laws. In addition, St. Louis 2004 agrees to seek and encourage participation of businesses owned and controlled by minorities and women in construction work within the Leased Premises pursuant to its "Affirmative Action Statement" attached as Exhibit D hereto, incorporated herein by this reference. St. Louis 2004 agrees to designate one of its employees as a Minority Participation Administrator, and to notify the City of the name, business address and telephone number of such administrator. During the term of this Lease St. Louis 2004 shall report monthly to the City's contract compliance officer the level of MBE and WBE participation in the ferris wheel and related operations.

15. DEFAULT AND REMEDIES. Notwithstanding any provision of Section 5.d of Ordinance 59741 to the contrary:

(a) The following conditions will constitute a violation of under this Lease:

(1) If St. Louis 2004 fails to make any payment or contribution when due the City, or fails to maintain required insurance, and St. Louis 2004 fails to cure such default within five (5) days after written notice from the City to St. Louis 2004 of such default.

(2) If St. Louis 2004 fails to perform any of its other non-monetary obligations under this Lease when due or called for and fails to cure such default within five (5) days after written notice of such default.

(3) If St. Louis 2004 shall fail to satisfy any final judgment against it arising out of its operations at the Leased Premises within thirty (30) days after such judgment becomes payable and all appeals have been exhausted.

(4) The levy of any attachment or execution or the appointment of any receiver or the execution of any other process of any court which directly or indirectly substantially interferes with St. Louis 2004's, Creative Producers Group's, or the ferris wheel operator's operations under or related to this Lease and which attachment, execution, receivership, or other process of such court (or the effect thereof) is not vacated, dismissed or set aside within a period of ten (10) days.

(5) If St. Louis 2004 shall be adjudged bankrupt, or a receiver be appointed for St. Louis 2004's property, or if St. Louis 2004's interest in this Lease shall pass by operation of law to any person other than St. Louis 2004 and such adjudication, appointment or order is not vacated, dismissed, or set aside within ten (10) days from its entry.

(6) If the City commits an act, or fails to act, so as to interfere with or prevent St. Louis 2004's operation of the Leased Premises as contemplated under this Lease and such default is not cured within ten (10) days after written notice of such default by St. Louis 2004 to the City.

(7) If St. Louis 2004 shall make any assignment, sublease, or encumbrance of this Lease or any interest of St. Louis 2004 under this Lease, without the City's approval, and such default is not cured within ten (10) days after written notice of such default by the City to St. Louis 2004.

(b) If any of the events identified in subparagraphs (a)(1) through (a)(7) of this paragraph should occur, such event shall constitute a violation of this Lease if the defaulting party fails to cure such default within the applicable cure period.

(c) If St. Louis 2004 shall be in breach of this Lease, as provided above, this Lease and St. Louis 2004's interest and rights thereunder shall cease, terminate, and be forfeited and St. Louis 2004 shall surrender the Leased Premises forthwith. In addition, if any of the conditions identified in subparagraph (a) above should occur and the party in default does not cure the default within the applicable cure period, the non-defaulting party may elect to terminate this Lease immediately (unless the Lease has been terminated under the preceding sentence) and/or seek all remedies as provided at law or in equity, provided that either party may seek injunctive relief to prevent any default or threatened default without regard to any cure period.

16. SUCCESSORS AND ASSIGNS. Subject to Chapter 3.94, City Code, the agreements and covenants in this Lease shall bind and inure to the benefit of the successors and permitted assigns of the parties. References herein to officers and departments of the City shall include the successors to their respective functions.

17. GOVERNING LAW. This Lease and the rights and liabilities of the parties to this Lease shall be governed by the laws

of the State of Missouri. If any provision of this Lease is invalidated by judicial decision or statutory enactment, the invalidity of any such provision will not affect the validity of any other provisions of this Lease.

18. CAPTIONS. Captions in this Lease are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

19. NON-WAIVER. No failure of either party to exercise any power given under this Lease or to insist upon strict compliance with the undertakings, duties and obligations of the other party hereunder, and no custom or practice of either party at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the provisions, covenants, terms and conditions of this Agreement.

20. PEACEABLE TERMINATION. St. Louis 2004 shall peaceably and immediately give up and surrender to the City the Leased Premises and every part thereof upon termination of this Lease.

21. TIME OF ESSENCE. Time is of the essence of each provision of this Lease.

22. INTEGRATED AGREEMENT. This Lease contains or refers to all of the agreements of the parties and cannot be amended or modified except by written agreement.

23. NOTICES. All notices, demands, requests or responses required by this Lease shall be in writing and may be delivered by personal delivery or certified mail, return receipt requested to the following addresses:

To the City:

Comptroller, City of St. Louis
Room 212 City Hall
St. Louis, MO 63103

Director of Parks, Recreation and Forestry
5600 Clayton Avenue
St. Louis, MO 63110

To St. Louis 2004:

Peter Sortino, President
St. Louis 2004
211 N. Broadway, Suite 1280
One Metropolitan Square
St. Louis, MO 63102

with a copy to:

Bryan Cave
211 N. Broadway, Suite 3600
St. Louis, MO 63102
Attn: Cheryl Walker, Esq.

Each party shall have the right to designate a different address or recipient for notices by giving notice in conformity with this section.

IN WITNESS WHEREOF, this Lease is executed as of the day and year at the beginning of the Lease by the:

CITY OF ST. LOUIS

ST. LOUIS 2004 CORPORATION

By: _____
Francis G. Slay
Mayor

By: _____
Chairman of the Board

By: _____
Darlene Green
Comptroller

By: _____
President

APPROVED AS TO FORM:

City Counselor

ATTEST:

 Register
EXHIBIT A

A TRACT OF LAND, CURRENTLY PAVED AND USED FOR PARKING, AT THE SOUTH END OF McKINLEY WALK DRIVE, BOUNDED ON THE SOUTH BY THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 40, BOUNDED ON THE WEST BY THE GREENHOUSE AREA, BOUNDED ON THE NORTHEAST BY BASEBALL FIELDS OF FOREST PARK IN THE CITY OF ST. LOUIS, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT POINT #49 AS DESCRIBED IN "FOREST PARK MASTER PLAN IMPLEMENTATION LAND SURVEYING STANDARDS" BOOK (JULY 24, 1997 EDITION) PREPARED FOR THE CITY OF SAINT LOUIS BOARD OF PUBLIC SERVICE BY DAVID MASON & ASSOCIATES, SAID POINT BEING 4 FEET SOUTHWESTERLY OF THE EDGE OF PAVEMENT IN THE NORTHWEST QUADRANT OF THE TRAFFIC CIRCLE AT THE JUNCTION OF WELLS DRIVE WITH McKINLEY DRIVE AND SOUTHERLY OF THE LANDERS MEMORIAL JEWEL BOX;

THENCE SOUTH 25 DEGREES 33 MINUTES 23 SECONDS EAST 1027.19 FEET TO AN IRON PIPE AT THE NORTHEAST EDGE OF THE ASPHALT PAVEMENT OF THE PARKING AREA AT THE SOUTH END OF SAID McKINLEY WALK DRIVE, SAID IRON PIPE BEING THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE ALONG SAID EDGE OF PAVEMENT SOUTH 23 DEGREES 45 MINUTES 57 SECONDS EAST 177.02 FEET TO A CROSS IN A CONCRETE WALK AT SAID NORTH RIGHT-OF-WAY LINE OF HIGHWAY 40;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF HIGHWAY 40 AND ADJACENT TO THE HIGHWAY DEPARTMENT 5 FEET HIGH CHAIN LINK FENCE NORTH 83 DEGREES 16 MINUTES 26 SECONDS WEST 175.97 FEET TO AN IRON PIPE AT THE SOUTH END OF A SEVEN FEET HIGH GREENHOUSE CHAIN LINK FENCE;

THENCE ALONG SAID GREENHOUSE FENCE AND ACROSS A GREENHOUSE ENTRANCE DRIVE NORTH 08 DEGREES 47 MINUTES 11 SECONDS EAST 150.11 FEET;

THENCE ACROSS SAID McKINLEY WALK DRIVE SOUTH 85 DEGREES 03 MINUTES 54 SECONDS EAST 80.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 19,470 SQUARE FEET OR 0.447 ACRES.

See attached Exhibit B

EXHIBIT C

- Ferris Wheel Anticipated Expense Categories -

Ferris Wheel Rental
 Wheel Transportation
 Wheel Storage
 Operations Labor (operation, training, etc)
 Management (planning, reporting, supervision, acquisition)
 Repairs & Maintenance
 Insurance
 Legal
 Electricity & Power
 Fencing
 Related Set Up/Tear Down & Construction Costs
 Soil/Sub-surface Testing
 Signage (sponsor, historical, directional, etc.)
 Tickets & Sales Costs
 Concession Support and Porta-Potties
 Security
 Permits

Other unforeseen reasonable expenses necessarily and directly associated with acquisition and operation of the wheel

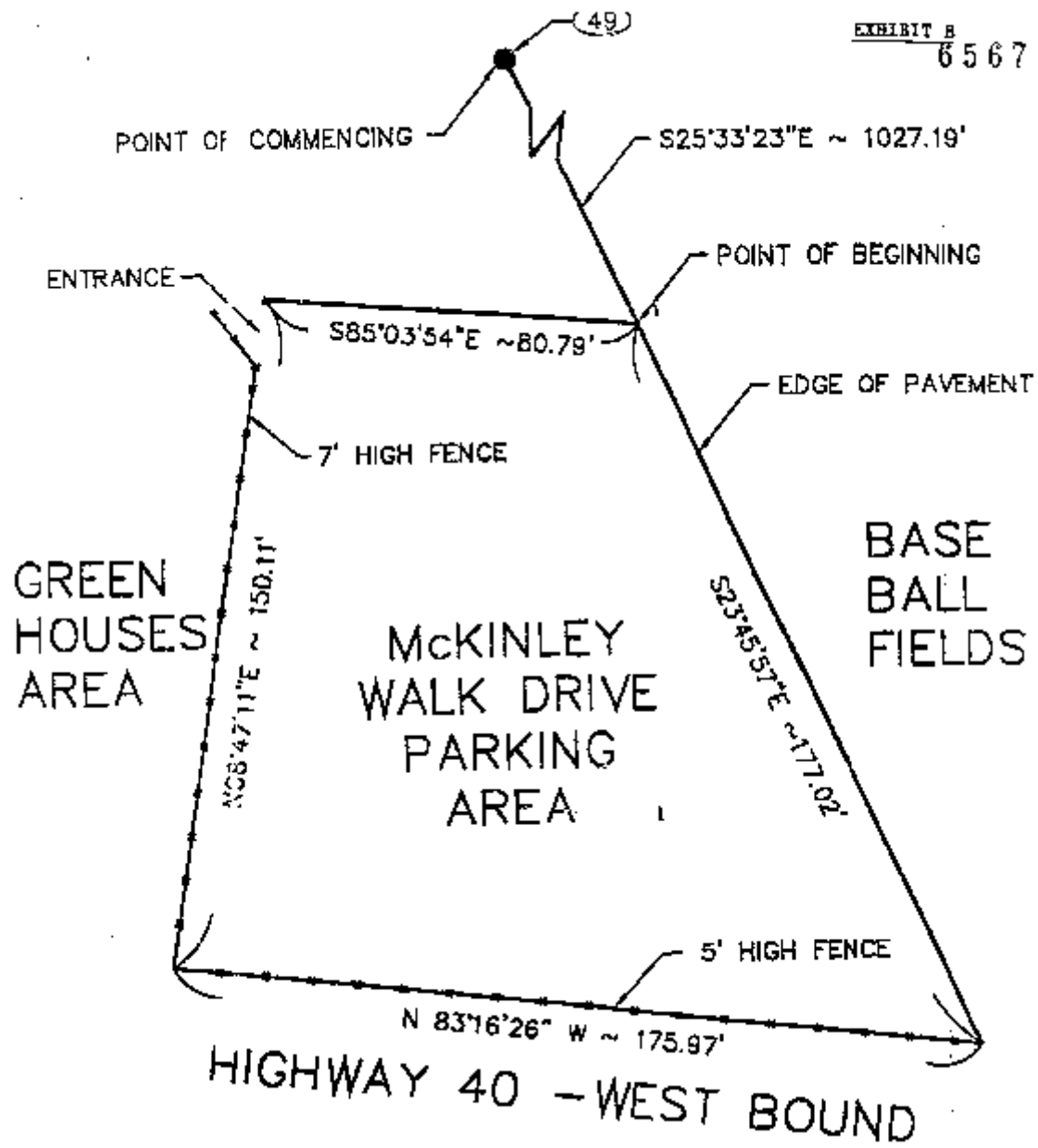
EXHIBIT D

It is the policy of St. Louis 2004 not to engage in discrimination against or harassment of any person employed or seeking employment with St. Louis 2004 on the basis of race, color, national origin, religion, sex, physical or mental disability, medical condition, ancestry, marital status, age, sexual orientation, citizenship or status as a Vietnam-era veteran or special disabled veteran.

In addition it is the policy of St. Louis 2004 to undertake action, consistent with its obligations as a local, state and federal contractor, for underutilized minorities and women, for persons with disabilities and for veterans. St. Louis 2004 commits itself to apply every good faith effort to achieve prompt and full utilization of minorities and women in all segments of its workforce and in all contractual and procurement opportunities, and to ensure the same of all of its vendors.

Approved: November 13, 2002

ORDINANCE NO. 65675 - EXHIBIT B



ORDINANCE #65676
Board Bill No. 294
Floor Substitute

An ordinance, recommended by the Board of Estimate and Apportionment, authorizing the Mayor of the City of St. Louis, on behalf of the City, to submit a 2003 Annual Plan to the United States Department of Housing and Urban Development ("HUD") as required to apply for funding under the Federal Community Development Block Grant ("CDBG"), HOME Investment Partnerships ("HOME"), Emergency Shelter Grant ("ESG") and Housing Opportunities for Persons with AIDS ("HOPWA") Entitlement Programs, authorizing and directing the Mayor and the Comptroller on behalf of the City to enter into and execute agreements with HUD for the receipt of 2003 CDBG, HOME, ESG and HOPWA funds, appropriating the sum of Twenty Six Million Seven Hundred Sixty Thousand Dollars (\$26,760,000) which the City estimates will be available for the 2003 CDBG Program Year, appropriating the sum of Six Million Six Hundred Fifty Five Thousand Dollars (\$6,655,000) which the City estimates will be available for the 2003 HOME Program Year, appropriating the sum of Nine Hundred Sixty Thousand Dollars (\$960,000) which the City estimates will be available for the 2003 ESG Program Year, appropriating the sum of One Million One Hundred Eighty Thousand Dollars (\$1,180,000) which the City estimates will be available for the 2003 HOPWA Program Year, authorizing and directing the Director of the Community Development Administration ("CDA") to contract with municipal agencies, non-profit corporations and other entities, as necessary for the expenditure of CDBG and HOME funds, to establish and implement a lump sum drawdown procedure for the purpose of financing property rehabilitation activities, and/or to establish and implement a procedure for providing financial assistance to CDBG-eligible undertakings through float loan financing, authorizing and directing the Director of the Department of Human Services ("DHS") to contract with municipal agencies, non-profit corporations and other entities, as necessary, for the expenditure of ESG funds, authorizing and directing the Director of Health and Hospitals to contract with municipal agencies, non-profit corporations and other entities, as necessary for the expenditure of HOPWA funds, and directing the Comptroller to issue warrants thereon upon the City Treasury; and containing an emergency clause.

WHEREAS, 2003 CDBG, HOME, ESG and HOPWA funding will become available on January 1, 2003; and

WHEREAS, in order to receive these funds, the City of St. Louis must submit to HUD a 2003 Annual Plan under its Consolidated Plan by November 15, 2002; and

WHEREAS, it is estimated that the 2003 CDBG Entitlement, together with previous year CDBG funds available for allocation, CDBG Program Income generated by activities conducted with previous year CDBG Funds that has not yet been appropriated for any purpose and CDBG Program Income estimated to be generated by activities conducted in 2003 with CDBG Funds, will amount to the sum of Twenty Six Million Seven Hundred Thousand Sixty Dollars (\$26,760,000); and

WHEREAS, the City has identified certain known appropriation needs as summarized in Exhibit A, and the City desires to appropriate the CDBG Entitlement and Program Income Funds for these needs, to establish and implement a lump sum drawdown procedure to finance and facilitate property rehabilitation activities, and to establish and implement a procedure for providing financial assistance to CDBG-eligible undertakings through float loan financing, and;

WHEREAS, it is estimated that the 2003 HOME Entitlement, together with previous year HOME funds available for allocation, HOME Program Income generated by activities conducted with previous year HOME Funds that has not yet been appropriated for any purpose and HOME Program Income estimated to be generated by activities conducted in 2003 with HOME Funds, will amount to the sum of Six Million Six Hundred Fifty Five Thousand Dollars (\$6,655,000); and

WHEREAS, the City has identified certain known appropriation needs as summarized in Exhibit A, and the City desires to appropriate the HOME Entitlement and Program Income Funds for these needs; and

WHEREAS, it is estimated that the 2003 ESG Entitlement, together with previous year ESG funds available for allocation, will amount to the sum of Nine Hundred Sixty Thousand Dollars (\$960,000); and

WHEREAS, the City desires to appropriate the ESG Entitlement for these needs; and

WHEREAS, it is estimated that the 2003 HOPWA Entitlement, together with previous year HOPWA funds available for allocation, will amount to the sum of One Million One Hundred Eighty Thousand Dollars (\$1,180,000); and

WHEREAS, the City desires to appropriate the HOPWA Entitlement for these needs;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:

Section One. The Mayor of the City of St. Louis, on behalf of the City, is hereby authorized and directed to submit an Annual Plan to the Department of Housing and Urban Development in order to make application for the 2003 CDBG, HOME, ESG and HOPWA Entitlement Programs.

Section Two. There is hereby appropriated the sum of Twenty Six Million Seven Hundred Sixty Thousand Dollars (\$26,760,000) of CDBG Funds for the purposes described in Exhibit A incorporated herein by reference. The Director of CDA is hereby authorized to make, negotiate and execute any and all contracts or other documents, including disbursing agreements and/or other agreements associated with lump sum drawdowns intended to facilitate property rehabilitation activities, and including agreements associated with the establishment and implementation of a procedure for providing financial assistance to CDBG-eligible

undertakings through float loan financing, on behalf of the City, which are necessary to carry out said programs and to expend said funds for the purposes and in the amounts specified in Exhibit A hereto, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon.

Section Three. There is further appropriated the sum of Six Million Six Hundred Fifty Five Thousand Dollars (\$6,655,000) of HOME Funds for the purposes described in Exhibit A incorporated herein by reference. The Director of CDA is hereby authorized to make, negotiate and execute any and all contracts or other documents, on behalf of the City, which are necessary to carry out said program and to expend said funds, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon. At least fifteen percent of the aforesaid 2003 HOME funds, or Nine Hundred Ninety Eight Thousand Two Hundred Fifty Dollars (\$998,250), must be committed to projects to be undertaken by certified Community Housing Development Organizations (CHDOs).

Section Four. There is further appropriated the sum of Nine Hundred Sixty Thousand Dollars (\$960,000) of 2003 ESG Funds. The Director of the Department of Human Services is hereby authorized to make, negotiate and execute any and all contracts or other documents on behalf of the City which are necessary to carry out said program and to expend said funds, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon.

Section Five. There is further appropriated the sum of One Million One Hundred Eighty Thousand Dollars (\$1,180,000) of 2003 HOPWA Funds. The Director of Health and Hospitals is hereby authorized to make, negotiate and execute any and all contracts or other documents on behalf of the City which are necessary to carry out said program and to expend said funds, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon.

Section Six. This being an ordinance necessary for the immediate preservation of the public peace, health and safety and providing for public works, an emergency is hereby declared to exist within the meaning of Section 20, Article IV, of the Charter and this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

EXHIBIT A

Allocation Pool Public Services (Citywide)

2003 Budget

Aid for Victims of Crime Aid for Victims of Crime, Inc. (CDBG)	\$27,000
Community Education Centers St. Louis Board of Education (CDBG)	\$1,000,000
Community Health-in-Partnership Services Community Health-in-Partnership Services (CDBG)	\$125,000
Development Plan Review Fire Prevention Bureau	\$75,000
Elderly Services St. Louis Area Agency on Aging (CDBG)	\$295,000
Elmer Hammond Day Care Vaughn Tenant Association (CDBG)	\$40,000
Expanded Recreation Program Department of Parks, Recreation and Forestry (CDBG)	\$525,000
Family Strengths and Family Literacy Programs Redevelopment Opportunities for Women (CDBG)	\$25,000
Housing Resource Center Catholic Charities (CDBG)	\$400,000
LRA Property Maintenance/Board-Up St. Louis Development Corporation (CDBG)	\$700,000
McElroy Day Care Carr Square Tenant Management Corporation (CDBG)	\$58,000
Neighborhood Greening Program Gateway Greening, Inc. (CDBG)	\$27,500
Nuisance Property Prevention Program	

Urban League of Metro St. Louis (CDBG)	\$84,000
Operation Brightside Clean-Up Operation Brightside, Inc. (CDBG)	\$140,000
Operation Brightside Graffiti Eradication Operation Brightside, Inc. (CDBG)	\$200,000
Operation Safestreet Operation Safestreet, Inc. (CDBG)	\$256,000
Problem Property Team Program City Counselor's Office (CDBG)	\$233,000
Problem Property Team Program Municipal Courts (CDBG)	\$24,000
Problem Property Team Program Public Safety (CDBG)	\$19,000
Problem Property Team Program Circuit Attorney CDBG)	\$43,000
Salvation Army Family Haven Salvation Army (CDBG)	\$55,000
St. Louis Transitional Hope House St. Louis Transitional Hope House, Inc. (CDB)	\$60,000
Public Services (Citywide) Subtotal	\$4,411,500
Public Services (Specific Geographic Areas)	
Adult Medicine Family Care Center of Carondelet (CDBG)	\$90,000
Badenfest Senior Center Badenfest Community Corp. (CDBG)	\$30,000
Better Family Life In-School Program Better Family Life, Inc. (CDBG)	\$75,000
Bevo Senior Services Bevo Area Community Improvement Corp. (CDBG)	\$30,000
Carondelet Family Literacy Program Carondelet Community Betterment Federation (CDBG)	\$25,000
Clifton Heights Neighborhood Association Clifton Heights Senior Center Services (CDBG)	\$20,000
Daily Care - P.A.C.E. Adult Day Care Program American Red Cross (CDBG)	\$40,000
Friedens Haus Youth Services Program Friedens Haus (CDBG)	\$25,000
Grand Oak Hill Community Corp. Grand Oak Hill Senior Center Services (CDBG)	\$10,000
Harambee Program Human Development Corporation (CDBG)	\$60,000
Hi-Pointe Center Hi-Pointe Center, Inc. (CDBG)	\$41,000
Refugee Relocation Program St. Elizabeth Adult Day Care Center (CDBG)	\$22,500

St. Elizabeth Adult Day Care Center St. Elizabeth Adult Day Care Center (CDBG)	\$36,000
Union Sarah Senior Center Services Union Sarah Senior Center Services, Inc. (CDBG)	\$10,000
West End Recreation Program West End Community Conference (CDBG)	\$20,000
Youth and Family Center Youth and Family Center (CDBG)	\$25,000
Youth Development/Mentoring Program Association of African-American Role Models (CDBG)	\$50,000
Public Services (Specific Geographic Areas) Subtotal	\$609,500
TOTAL PUBLIC SERVICES	\$5,021,000

Public Facilities & Improvements (Specific Geographic Areas)

Bevo Public Improvements Bevo Area Community Improvement Association (CDBG)	\$50,000
Windsor Community Center Improvements Windsor Community Center (CDBG)	\$17,500
Public Facilities & Improvements (Specific Geographic Areas) Subtotal	\$67,500

HOUSING

Special Activities by Community Based Development Organizations (Specific Geographic Areas)

Carondelet House Repair Program (CBDO) Carondelet Community Betterment Federation (CDBG)	\$165,000
Central Corridor Community Based Development Organization Central Wend End-Midtown Community Development (CDBG)	\$100,000
DeSales Community Based Development Organization DeSales Community Housing Corporation (CDBG)	\$52,500
Dutchtown South Community Based Development Organization Dutchtown South Community Corporation (CDBG)	\$80,000
Fairground West Community Based Development Organization Fairground West Association (CDBG)	\$100,000
Forest Park Southeast Stabilization Program Forest Park Southeast Housing Corporation (CDBG)	\$90,000
Grand Oak Hill Home Improvement Services Grand Oak Hill Community Corporation (CDBG)	\$243,000
Grand Rock Community Based Development Organization Grand Rock Community Economic Development Corporation (CDBG)	\$60,000
Hamilton Heights Community Based Development Organization Hamilton Heights Neighborhood Organization (CDBG)	\$90,000
Management Assistance and Repair Program DeSales Community Housing Corporation (CDBG)	\$125,000
Mark Twain Community Based Development Organization Mark Twain Community Alliance (CDBG)	\$28,000
McRee Town Community Based Development Organization McRee Town Neighborhood Association (CDBG)	\$35,000

North 7 Star Revitalization Community Based Development Organization North 7 Star Revitalization Corporation (CDBG)	\$90,000
Old North St. Louis Community Based Development Organization Old North St. Louis Restoration Group (CDBG)	\$60,000
Riverview-West Florissant Community Based Development Organization Riverview-West Florissant Housing Corporation (CDBG)	\$100,000
Shaw Neighborhood Revitalization and Development Program St. Margaret of Scotland Housing Corporation (CDBG)	\$66,000
Skinker DeBaliviere Community Based Development Organization Skinker DeBaliviere Community Council (CDBG)	\$52,000
Southwest Community Based Development Organization Southwest Neighborhood Improvement Association (CDBG)	\$48,000
Third Ward Community Based Development Organization Third Ward Neighborhood Council (CDBG)	\$155,000
Union West Community Based Development Organization Union West Community Corporation (CDBG)	\$71,000
Ville Neighborhood Community Based Development Organization Ville Neighborhood Housing Association (CDBG)	\$100,000
West End Community Based Development Organization West End Community Conference (CDBG)	\$97,000
Community Based Development Org. (Specific Geographic Areas) Subtotal	\$2,007,500

HOUSING**Housing Development, Acquisition & Home Repair (Specific Geographic Areas)**

Carondelet House Repair Program Carondelet Community Betterment Federation (HOME)	\$75,000
Chippewa Stabilization Program Community Development Administration (CDBG)	\$75,000
Strategic Home Repair Program Neighborhood Housing Services, Inc. (CDBG \$510,000/HOME \$165,000)	\$675,000
Targeted Assistance Program Community Development Administration (CDBG \$675,000/HOME \$215,000)	\$890,000
Grand Oak Hill Home Repair Grand Oak Hill Community Corporation (CDBG \$100,000/HOME \$90,000)	\$190,000
Grand Rock Home Repair Grand Rock Community Economic Development Corporation (CDBG)	\$105,000
Hamilton Heights Home Repair Program Hamilton Heights Neighborhood Organization (CDBG)	\$75,000
Fairground West Home Repair Fairground West Association (CDBG)	\$75,000
Vashon/Jeff/Vander-Lou Home Repair Vashon/Jeff/Vander-Lou Initiative (CDBG)	\$67,500
Ward Housing Development Acquisition Pool Land Reutilization Authority (CDBG \$550,000/HOME \$150,000)	\$700,000
Ward Housing Production Pool (CDBG \$755,000/HOME \$2,991,000)	\$3,746,000

West End Community Conference Home Repair Program West End Community Conference (CDBG)	\$137,500
Housing Dev., Acquisition & Home Repair (Specific Geographic Areas) Subtotal	\$6,811,000
TOTAL HOUSING (Specific Geographic Areas)	\$8,818,500
Commercial District Public Improvements & FaJade (Specific Geographic Areas)	
Neighborhood Commercial District Improvement Program St. Louis Development Corporation (CDBG)	\$1,200,000
Commercial District Public Imp. & FaJade (Specific Geographic Areas) Subtotal	\$1,200,000
Total Specific Geographic Area Based Allocations	\$10,695,500
Economic Development	
Business Development Support Programs St. Louis Local Development Company (CDBG)	\$1,600,000
Office on the Disabled Accessible Businesses Lead Everywhere (CDBG)	\$50,000
Economic Development Subtotal	\$1,650,000
Historic Preservation	
Planning for Preservation Landmarks Association (CDBG)	\$60,000
Historic Preservation Subtotal	\$60,000
HOUSING	
Low/Mod Homeowner Assistance Programs (Citywide)	
Code Enforcement Affordable Rehab Loan Program Neighborhood Housing Services, Inc. (CDBG)	\$400,000
Consolidated Homebuyer Assistance Program Community Development Administration (HOME)	\$800,000
Fannie Mae Homebuyer Assistance Program	
Community Development Administration (HOME)	\$75,000
Neighborhood Assistance Program Urban League of Metro St. Louis (CDBG)	\$700,000
Predatory Lending Eradication Program Missouri ACORN (CDBG)	\$37,500
Senior Home Security Home Services, Inc. (CDBG)	\$500,000
Low/Mod Homeowner Assistance Programs (Citywide) Subtotal	\$2,512,500
Housing Development & Acquisition (Citywide)	
Citywide Housing Development Acquisition Pool Land Reutilization Authority (CDBG)	\$100,000
Citywide Housing Development/ Acquisition Pool Community Development Administration (\$461,057 CDBG/\$1,544,000 HOME)	\$2,005,057
Housing Development & Acquisition (Citywide) Subtotal	\$2,105,057
HOUSING TOTAL (Citywide)	\$4,617,557

Economic Development (Citywide)

Neighborhood Commercial District Improvement Program St. Louis Development Corporation (CDBG)	\$550,000
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Economic Development (Citywide) Subtotal	\$550,000
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Total Citywide Allocations	\$6,817,557
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Section 108 Loan Repayment Community Development Administration (CDBG)	\$4,688,443
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Rehabilitation Administration

CDA Rehabilitation Administration Community Development Administration (\$1,125,000 CDBG/\$400,000 HOME)	\$1,525,000
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Rehabilitation Administration Subtotal	\$1,525,000
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Planning and Administration

CDA Administration Community Development Administration (\$1,383,000 CDBG/\$150,000 HOME)	\$1,533,000
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Federal Grants Administrative Support Office of the Comptroller - Federal Grants Section(CDBG)	\$338,000
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Internal Audit Fiscal Monitoring Administrative Support Office of the Comptroller - Internal Audit Section (CDBG)	\$113,000
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Construction Orientation Intake Center (CDBG)	\$37,000
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Contractors Assistance Program Contractors Assistance Program (CDBG)	\$68,000
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Legal Services Support Program City Counselor's Office (CDBG)	\$260,000
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MOKAN MOKAN, Inc. (CDBG)	\$135,000
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PDA Administration Planning and Urban Design Agency (CDBG)	\$1,683,000
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SLDC Administration St. Louis Development Corporation (CDBG)	\$1,050,000
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Planning and Administration Subtotal	\$5,217,000
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TOTAL BUDGET (\$26,760,000 CDBG/\$6,655,000 HOME)	\$33,415,000
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Approved: November 15, 2002

**ORDINANCE #65677
Board Bill No. 121**

An ordinance recommended by the Community Development Commission to change the zoning of property as indicated on the District Map, to the "K" Unrestrict District, so as to include the described parcels of land in City Blocks 6507 and 6508, and Outlot 102; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE: The zoning designation of certain real property located in City Blocks 6507 and 6508, and Outlot 102 is hereby changed to the "K" Unreatricted District, real property being more particularly described as follows:

Beginning at a point on the Western Right of Way Line of Darby Street, 50 feet wide, at a Southwestern Corner of a tract of land conveyed to J.S. Alberici Construction Company, as aforementioned; thence along said Southern Line and its prolongation, South 60 degrees 04 minutes 15 seconds East, 180.47 feet to a point on the Western

line of Lot 26 of Block 2 of Versteeg's Addition, as aforementioned; thence along said Western Line, North 29 degrees 27 minutes 16 seconds East, 32.26 feet to a point on the Northern Line of an Alley, 15 wide and private; thence along said North Line, South 60 degrees 04 minutes 15 seconds East, 319.10 feet to a point on the Western Right of Way Line of Hamilton Avenue, 60 feet wide; thence along said Western Right of Way Line, South 29 degrees 55 minutes 45 seconds West, 462.25 feet to a point on the Southern Right of Way Line of Greer Avenue; thence along said Southern Right of Way Line, North 60 degrees 04 minutes 15 seconds West, 567.52 feet to a point on the Western Right of Way Line of Darby Street, as aforementioned; thence along said Western Right of Way Line, North 29 degrees 25 minutes 30 seconds East, 430.01 feet to a true point of beginning and containing 5.91 acres more or less. Bearings are based on the Deed of J. S. Alberici Construction Co., Inc., recorded in Deed Book 136M, Page 982 of the City of St. Louis Records.

SECTION TWO. This ordinance being necessary for the preservation of the public health, safety and welfare, shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

Approved: November 20, 2002

ORDINANCE #65678
Board Bill No. 216

An ordinance affirming that the area blighted by Ordinance 65166, known as the 3915, 3919 and 3929 Page Boulevard ("Area") as described in Exhibit "A-1" attached hereto and incorporated by reference, is a blighted area as defined in Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), affirming that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Amended Blighting Study and Plan dated July 23, 2002 renamed the 3915-19, 3925-39 & 3934-38 Page Blvd. and 1219-23 Jones Ave. Area ("Amended Plan"), incorporated herein by Exhibit "B" for an Amended Area ("Amended Area"), incorporated herein by Exhibit "A," pursuant to Section 99.430; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is currently unoccupied, but if it should become occupied the Redeveloper shall be responsible for providing relocation assistance pursuant to the Amended Plan to any eligible occupants displaced as a result of implementation of the Amended Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Amended Plan; finding that there shall be available up to ten (10) year tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and exercise their respective powers in a manner consistent with the Plan.

WHEREAS, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the development of the above described Area as a Land Clearance Project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

WHEREAS, by Ordinance 65166, this Board found the property located in the 3915, 3919 and 3929 Page Boulevard Area to be a "blighted area" as defined in Section 99.320 (3) of the Statute and said property remains blighted; and

WHEREAS, by Ordinance 65166, this Board also approved a Redevelopment Plan for the Area, dated February 27, 2001; and

WHEREAS, it is desirable and in the public interest to amend the Redevelopment Plan approved by Ordinance 65166 by approving an Amended Area; and

WHEREAS, the LCRA has recommended such an amended plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Amended Blighting Study and Plan for the 3915-19, 3925-39 & 3934-38 Page Blvd. and 1219-23 Jones Ave.", dated February 27, 2001, amended July 23, 2002 consisting of a Title Page, a Table of Contents Page, and Thirteen (13) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Amended Plan"); and

WHEREAS, under the provisions of the Statute, and of the federal financial assistance statutes, it is required that this Board take such actions as may be required to approve the Amended Plan; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in the Amended Area; and

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Amended Area; and

WHEREAS, the Amended Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to said general plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

WHEREAS, the Amended Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 of the Statute, this Board advertised that a public hearing would be held by this Board on the Amended Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Amended Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The finding of the Board of Aldermen, by St. Louis Ordinance 65166, that certain property described therein (and described herein as Exhibit "A-1" attached hereto and incorporated herein) is a blighted area, as defined in Section 99.320(3) of the Revised Statutes of Missouri, 1994, as amended (the "Statute" being Section 99.300 to 99.715 inclusive, as amended) is hereby confirmed.

SECTION TWO. The redevelopment of the Amended Area as described in Exhibit "A", as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Amended Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the additional property included in the Amended Area is also blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Amended Blighting Study and Plan for the Area, amended July 23, 2002 ("Amended Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Amended Plan with the Minutes of this meeting.

SECTION FIVE. The Amended Plan for the Amended Area is feasible and conforms to the general plan for the City.

SECTION SIX. The financial aid provided and to be provided for financial assistance pertaining to the Amended Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Amended Plan for the Amended Area, and the proposed financing plan for the Area is feasible.

SECTION SEVEN. The Amended Plan for the Amended Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Amended Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Amended Plan for the Amended Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may not acquire any property in the Amended Area by the exercise of eminent domain.

SECTION NINE. The property within the Amended Area is currently unoccupied. If it should become occupied, all eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Thirteen, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Amended Plan for the Amended Area gives due consideration to the provision of adequate public facilities.

SECTION ELEVEN. In order to implement and facilitate the effectuation of the Amended Plan hereby approved it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Amended Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Amended Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Amended Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Amended Area for

redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be in the Amended Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Amended Area, all Redevelopers shall agree:

- (a) To use the property in accordance with the provisions of the Amended Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Amended Plan, bona fide Minority Business Enterprise ("MBE's") and Women Business Enterprise ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the Community Development Commission of the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and

- (g) That the language of this Section Fourteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control and interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control and interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 1994, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District taxes which may be assessed for the property located in a Special Business District.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District taxes which may be assessed for the property located in a Special Business District for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions this Plan.

If property in the Amended Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Amended Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification which will substantially change the Amended Plan, shall be approved by the St. Louis Board of Aldermen in the same manner as the Amended Plan was first approved. Modifications which will substantially change the Amended Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Amended Area, or to other items which alter the nature or intent of the Amended Plan.

The Amended Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Amended Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

EXHIBIT "A-1"

THE 3915, 3519 AND 3929 PAGE BOULEVARD AREA **LEGAL DESCRIPTION**

APPROVED BY ORD. 65116

Parcel 1: The eastern half of lot 3 in block 2 of Evans Place and in block 3733 of the City of St. Louis, fronting 25 feet on the north line of Page Blvd., by a depth northwardly of 153 ft. to an alley 20 feet wide; bounded east by lot 2, west by the west half of lot 3, south by Page Blvd. and north by an alley. (3733-00-04800)

Parcel 2: The western 25 feet of lot 3 and the eastern 25 feet of lot 4 of Evans Addition and in City Block 3733 of the City of St. Louis, fronting 50 ft. on the north line of Page Boulevard, by a depth northwardly of 153 feet to an alley. (3733-00-04900)

Parcel 3: The western half of lot no. 6 and the eastern 14 ft. of lot no. 7 in block no. 2 of Evans Place and in block no. 3733 of the City of St. Louis, having a frontage of 39 feet along the north line of Page Blvd. by a depth northwardly of 153 ft. to an alley, according to survey executed by Myers, Keller and Byers Company, Surveyors and Engineers on October 18, 1961. (3733-00-05400)

EXHIBIT "A"

THE 3915-19, 3925-39 & 3934-38 PAGE BLVD. AND 1219-23 JONES AVE. AREA **LEGAL DESCRIPTION**

PARCEL ONE 1219 JONES AVENUE (37410003300) C. B. 3741 JONES ST, 19 FT 5 IN X 95 FT 3 IN, GRAND ADDN, BND N 143 FT 1 IN S OF PAGE BLVD

PARCEL TWO 1221 JONES AVENUE (37410003200) C B 3741 JONES ST, 18 FT 8 3/4 IN / 18 FT 4 5/8 IN X 95 FT 3 IN, GRAND ADDN, BND N-124 FT 4 1/4 IN S OF PAGE BLVD

PARCEL THREE 1223 JONES AVENUE (37410003100) C B 3741 JONES ST, 22 FT 4 1/4 IN / 22 FT 8 3/4 IN X 95 FT 3 IN, GRAND ADDN, BND N 102 FT S OF PAGE BLVD

PARCEL FOUR 3934 PAGE BLVD. (37410002800) C. B. 3741 PAGE BL, 18 FT 9 7/8 IN X 102 FT, GRAND ADDN, BND E-38 FT 1 7/8 IN W OF JONES ST

PARCEL FIVE 3936 PAGE BLVD. (37410002700) C. B. 3741 PAGE, 18 FT 9 1/2 IN X 102 FT, BEARDSLEE ADDN, BOUNDED E-56 FT 11 3/4 IN W OF JONES ST

PARCEL SIX 3938 PAGE BLVD. (37410002600) C. B. 3741 PAGE BL, 19 FT 5-3/4 IN / 19 FT 1-5/8 IN X 102 FT, BEARDSLEE ADDN, BND E 75 FT 9 1/4 IN W OF JONES ST

PARCEL SEVEN 3915 PAGE BLVD. (37330004800) C. B. 3733 PAGE BLVD, 37.50 FT X 153 FT, JOHNSON SUBDN NO 2, LOT D

PARCEL EIGHT 3919 PAGE BLVD. (37330004900) C. B. 3733 PAFE BLVD, 37.50 FT X 153 FT, JOHNSON SUBDN NO. 2, LOT C

PARCEL NINE 3925 PAGE BLVD. (37330005200) C. B. 3733 PAGE, 25 FT X 153 FT, EVANS ADDN, BLOCK 2 LOT W PT-5

PARCEL TEN 3927 PAGE BLVD. (37330005300) C. B. 3733 PAGE, 25 FT X 153 FT, EVANS PL ADDN, BLOCK 2 LOT E 6

PARCEL ELEVEN 3929 PAGE BLVD. (37330005400) C. B. 3733 PAGE BLVD, 39 FT X 153 FT, JOHNSON SUBDN NO 2, LOT B

PARCEL TWELVE 3935 PAGE BLVD. (37330005500) C. B. 3733 PAGE, 19 FT 4 IN X 153 FT, EVANS PL ADDN LOT PT 7, BND E-330 FT W EL OF VANDEVANter

PARCEL THIRTEEN 3937 PAGE BLVD. (37330005600) C. B. 3733 PAGE, 16 FT 8 IN X 153 FT, EVANS PL ADDN, BLOCK 2 LOT W7

PARCEL FOURTEEN 3939 PAGE BLVD. (37330005700) C. B. 3733 PAGE, 25 FT x 153 FT, EVANS PL ADDN, BLOCK 2 LOT E-8

EXHIBIT "B"
Form: 8/15/02

AMENDED
BLIGHTING STUDY AND PLAN
FOR THE
3915-19, 3925-39 & 3934-38 PAGE BOULEVARD AND 1219-23 JONES AVENUE AREA
PROJECT # 9243
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
FEBRUARY 27, 2001
AMENDED JULY 23, 2002

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR
THE AMENDED 3915-19, 3925-39 & 3934-38 PAGE BOULEVARD AND
1219-23 JONES AVENUE AREA**

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"A"	LEGAL DESCRIPTION
"B"	PROJECT AREA PLAN
"C"	PROPOSED LAND USE
"D"	ACQUISITION MAP
"E"	EQUAL OPPORTUNITY AND NON- DISCRIMINATION GUIDELINES

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 3915-19, 3925-39 & 3934-38 Page Boulevard and 1219-23 Jones Avenue Area ("Area") encompasses approximately 0.65 acres in the Vandeventer neighborhood of the City of St. Louis ("City") and is bounded by Vandeventer Ave. on the east, Sara Street on the west, Cook Ave. on the south and Evans Ave. on the north.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises part of City Blocks 3733 and 3741 and is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 8.6% unemployment rate for the City as of March, 2002. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area includes vacant land and one unoccupied two-family residential property.

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are mostly residential with some commercial property.

Residential density for the surrounding neighborhoods is approximately 12.10 persons per acre.

5. CURRENT ZONING

The Area is zoned "C" Multiple-Family Dwelling District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is mostly vacant land with one unoccupied residential property all in poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the residential development of these vacant lots and one two-family property.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "C" multiple-family Dwelling District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall be permitted to use said property only for the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area can remain "C" "multiple-family" District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

No new jobs will be created in this Area because the proposed development is residential.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

Each Redeveloper shall develop the Area in accordance with this Plan and the Redevelopment Agreement, and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property shall be developed so it is an attractive residential asset to the surrounding neighborhood.

b. **Urban Design Regulations**

Rehabilitation shall respect the original exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design.

New construction shall be compatible in design with the surrounding neighborhood, if any, in terms of scale, materials, set back, profile and site layout.

c. **Landscaping**

The property shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees shall be retained, if feasible.

9. PARKING REGULATIONS

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

Where feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. All new signs shall be restricted to standard sale/lease signs.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written approval of the LCRA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on development. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, the general welfare, efficiency and economy of the City.

C. **PROPOSED SCHEDULE OF DEVELOPMENT**

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year of approval of this Plan by ordinance and completed within approximately two (2) years of approval of this Plan by ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer development of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law of Missouri.

All costs associated with the development of the Area will be borne by the Redeveloper.

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper.

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may not acquire any property in the Area by the exercise of eminent domain.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R. S. Mo. (1994) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently vacant land and one unoccupied residential property. If it should become occupied, all eligible occupants displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges its cooperation to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

A Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 1994, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District or any other similar local taxing district created:

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include any Special Business District, neighborhood improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to (10) years from the commencement of such tax abatement, in accordance with the following provisions of this plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall

be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A"**THE 3915-19, 3925-39 & 3934-38 PAGE BLVD. AND 1219-23 JONES AVE. AREA
LEGAL DESCRIPTION**

PARCEL ONE 1219 JONES AVENUE (37410003300) C. B. 3741 JONES ST, 19 FT 5 IN X 95 FT 3 IN, GRAND ADDN, BND N 143 FT 1 IN S OF PAGE BLVD

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PARCEL SEVEN 3915 PAGE BLVD. (37330004800) C. B. 3733 PAGE BLVD, 37.50 FT X 153 FT, JOHNSON SUBDN NO 2, LOT D

PARCEL EIGHT 3919 PAGE BLVD. (37330004900) C. B. 3733 PAGE BLVD, 37.50 FT X 153 FT, JOHNSON SUBDN NO. 2, LOT C

PARCEL NINE 3925 PAGE BLVD. (37330005200) C. B. 3733 PAGE, 25 FT X 153 FT, EVANS ADDN, BLOCK 2 LOT W PT-5

PARCEL TEN 3927 PAGE BLVD. (37330005300) C. B. 3733 PAGE, 25 FT X 153 FT, EVANS PL ADDN, BLOCK 2 LOT E 6

PARCEL ELEVEN 3929 PAGE BLVD. (37330005400) C. B. 3733 PAGE BLVD, 39 FT X 153 FT, JOHNSON SUBDN NO 2, LOT B

PARCEL TWELVE 3935 PAGE BLVD. (37330005500) C. B. 3733 PAGE, 19 FT 4 IN X 153 FT, EVANS PL ADDN LOT PT 7, BND E-330 FT W EL OF VANDEVANTER

PARCEL THIRTEEN 3937 PAGE BLVD. (37330005600) C. B. 3733 PAGE, 16 FT 8 IN X 153 FT, EVANS PL ADDN, BLOCK 2 LOT W 7

PARCEL FOURTEEN 3939 PAGE BLVD. (37330005700) C.B. 3733 PAGE, 25 FT x 153 FT, EVANS PL ADDN, BLOCK 2 LOT E-8

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 05/26/99

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redevelopment shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

The Redevelopment shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be

